ORIGINAL

Case 1:14-cv-02018-AKH Document 40 Filed 08/07/19 Page 1 of 4 DOCUMENT ELECTRONICALLY, FILED DOC #: ____ DATE FILED: 8

| SUPER | SEDEAS BOND |
|--|---|
| IN THE United States District Court | Bond No. 106252668 COURT OF Southern District of New York |
| IN THE <u>United States District Court</u> COUNTY OF New York | STATE OF New York |
| NEW TORK | New York |
| Araceli King PLAINTIFF |) |
| |) CASE NO. 1:14-cv-02018-AKH |
| v |) |
| V. |) |
| TIME WARNER CABLE |) |
| DEFENDANT(S) | ì |
| | |
| KNOW ALL MEN BY THESE PRESENTS, That we, TIME W | /ARNER CABLE |
| | rincipal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA , |
| a CT corporation, as S | Surety are held and firmly bound unto |
| AF | ICELI KING |
| in the amount of | |
| Two Hundred Fifty Four Thousand Nine Hundred Ninety F | ive and 00/100 Dollars (\$ 254,995.00) |
| for the payment of which, well and truly to be made, we bi | nd ourselves, our successors and assigns, jointly and severally, |
| firmly by these presents. | |
| 110 Table 11 | |
| WHEREAS, the said TIME WARNER CABLE | for the Chate of |
| has petitioned the United States District Court Southern District of New | |
| for an appeal to said court of an action previously decided in court, wherein the said TIME WARNER CABLE | United States District Court Southern District of New York |
| is Defendant, and being numbered 14 CIVIL 2018 (A | AKH) on the docket thereof; |
| | |
| | |
| NOW THEREFORE the condition of this obligation is such | that if the said |
| NOW THEREFORE, the condition of this obligation is such | that if the saidshall pay all costs, disbursements |
| TIME WARNER CABLE and judgements incurred by reason of the said appeal produced by the said appeal produ | shall pay all costs, disbursements ceeding, then this obligation shall be null and void and released, |
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| TIME WARNER CABLE and judgements incurred by reason of the said appeal pro- otherwise to remain in full force and effect, provided however | shall pay all costs, disbursements |
| TIME WARNER CABLE and judgements incurred by reason of the said appeal pro- otherwise to remain in full force and effect, provided howeve- sum of | shall pay all costs, disbursements ceeding, then this obligation shall be null and void and released, er, the maximum liability of the surety shall not exceed the penal |
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ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS COUNTY OF COOK

On this 4th day of August, 2015 before me, James R. O'Leary, a Notary Public, within and for said County and State, personally appeared Susan A. Welsh to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois

County of Cook

OFFICIAL SEAL
JAMES R O LEARY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES
OCTOBER 9, 2016



POWER OF ATTORNEY

Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

227874

Certificate No. 006013490

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

| of the City of Chicago | | , State of | | , th | eir true and lawful Attorney(| s)-in-Fact, |
|--|---|--|---------------------------|--|-------------------------------|--|
| each in their separate capacity if other writings obligatory in the contracts and executing or guara | nature thereof on behalf of | of the Companies in the | neir business of guarante | eing the fidelity of pe | rsons, guaranteeing the perfo | kings and rmance of |
| | | | | | 6th | |
| IN WITNESS WHEREOF, the day ofAugust | Companies have caused t 2014 | his instrument to be si | gned and their corporate | seals to be hereto affi | xed, this | |
| any or | | e service and the service of the ser | | | | |
| | Farmington Casualty Fidelity and Guaranty Fidelity and Guaranty St. Paul Fire and Mar St. Paul Guardian Ins | Insurance Compan Insurance Underwi ine Insurance Comp | y T iters, Inc. T | - | 2 2 | ica |
| CASUAL SUMMY NO. | ANT DESTROY | THE ALL GOLD | I INSUA JAY INSUAGA | SALTY AMO | LIE SURTY A | V |
| 1937) | MCORPORATED 1951 | SANCE | EAL SEAL | HARTFORD, TO STATE OF THE PARTY | MARTITORD 1896 | TO STATE OF THE PARTY OF THE PA |
| State of Connecticut City of Hartford ss. | HOORPORATED S | SAACE | EAL S By: | Ment CONN (S) | HARTOPD 1896 | |



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WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, and Vi President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of August .20 15.

Han E. Huyen



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.